*Williams Land Co.* v. *Crull* (1910) (Tex. Civ. App.) 125 S. W. 339. Yet the opinion in the principal case not only ignores these cases completely but does not cite a single authority in support of the doctrine announced. By statutes in many States a partnership is regarded by law as a distinct entity for a few special purposes, as in the case of taxing acts, acts providing for the filing of chattel mortgages, and occasionally, acts permitting process to run against the partnership as such. *Faulkner* v. *Hyman,* 142 Mass. 53, 6 N. E. 846; *Robertson* v. *Corsett,* 39 Mich. 777; *Fitzgerald* v. *Grimmel,* 64 Iowa, 261, 20 N. W. 179; *Walker* v. *Wait,* 50 Vt. 668. Under the Bankruptcy Act of 1898, a partnership is for many purposes considered an entity. *In re Bertenshaw,* 157 Fed. 363, 85 C. C. A. 61; *Francis* v. *McNeal,* 186 Fed. 481, 108 C. C. A. 459; *Lacey* v. *Cowan,* 162 Ala. 546, 50 South. 281. See also 10 MICH L. REV., 215. The entity theory being of civil law origin is held in Louisiana. *Stothart* v. *Hardie & Co.,* 110 La. 696, 34 South. 740; *Succession of Pilcher,* 39 La. Ann. 362, 1 South. 929. The courts of one other State have unqualifiedly adopted it. *Clay, Robinson & Co.* v. *Douglas County,* 88 Neb. 363, 129 N. W. 548; *Richards* v. *Leveille,* 44 Neb. 38, 62 N. W. 304. And in Kentucky it has been held to apply in a limited sense, so that a firm was held liable for the slanderous utterances of an agent. *Duquesne Distributing Co.* v. *Greenbaum,* 135 Ky. 182, 121 S. W. 1026. In 57 CENT. L. J., it is contended that the acceptance of the legal entity doctrine is the only solution of the hopeless conflict in the decisions relative to the distribution of partnership assets on dissolution and the relative rights of firm and individual creditors therein. However, after careful consideration of the legal entity theory as embodied in a draft drawn up by the late Professor AMES, the Committee on Commercial Law of the Conference on Uniform State Laws have unanimously rejected it in the latest draft of the "Act to Make Uniform the Law of Partnership," and it seems probable as well as desirable that this view will ultimately prevail.

PATENTS — LICENSE RESTRICTIONS — CONTRIBUTORY INFRINGEMENT.—Complainant, patentee of a rotary mimeograph, sold one of its machines to X under a license restriction that the machine should be used only with stencil-paper, ink, and other supplies made by the complainant; defendant sold ink to X with the expectation that it would be used in connection with the mimeograph sold under said restriction. *Held,* (WHITE, HUGHES, and LAMAR, JJ., dissenting), that the license restriction was valid, and the defendant was guilty of contributory infringement. *Sidney Henry et al.* v. *A. B. Dick Company* (1912), 32 Sup. Ct. 364.

An extended comment on this case will appear in the June issue.

PRINCIPAL AND SURETY—DISCHARGE OF SURETY.—Defendants were sureties on a bond, made part of a contract between the United States and a dredging company (defendants' principal). The contract provided that, in case of unavoidable delay during the progress of the work, an extension of time might be granted by the government on certain conditions. There was also an express "per diem" reduction from the contract price in case of delay beyond the period fixed by the contract. Any changes in the plans or specifications